

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA	)	Criminal No. 02-506-A
	)	
	)	Count 1: 18 U.S.C. §371
v.	)	[Conspiracy To Defraud The
	)	United States And To Cause
	)	Another To Submit A False
JEFFREY W. BOCHESA	)	And Fraudulent Claim To An
	)	Agency Of The United States
	)	In Violation Of 18 U.S.C.
	)	§287]

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT

At all times material to this Information:

I. INTRODUCTION

1. TRW, Inc., ("TRW") was headquartered in Cleveland, Ohio. Through its Space and Electronics Division, TRW operated a facility at Redondo Beach, in Los Angeles County, California.

2. The National Reconnaissance Office (the "NRO") was an intelligence organization of the United States Government, with its headquarters in Chantilly, Virginia. Throughout the 1990's and up to the present, the United States Department of Defense ("DOD") and the NRO maintained contracts with TRW that TRW performed at its Redondo Beach facility.

3. Bob Parrett Construction Company (hereinafter referred to as "Parrett Construction") performed multi-purpose commercial

construction projects throughout the greater Los Angeles metropolitan area, including projects for TRW at Redondo Beach. In March 1996 Parrett Construction was awarded a blanket contract (numbered D298G) with TRW based upon Parrett Construction's agreement with TRW wherein Parrett Construction agreed to charge TRW a certain hourly rate for different types of skilled labor on TRW construction projects that totaled less than \$25,000. That figure was changed to \$50,000 in May 2000. The blanket contract also allowed Parrett Construction, as a general contractor, to bill TRW a markup or burden of three per cent of what Parrett Construction paid to subcontractors for work on a Parrett Construction/TRW project.

4. Using the blanket contract agreement, TRW building managers had discretion to hire Parrett Construction, without competitive bidding, on various construction, repair, or maintenance projects costing (until May 2000) less than \$25,000. If the cost of the project appeared to exceed \$25,000, TRW building managers were obligated to seek competitive bids from at least two construction companies.

5. From 1996 through 2000, in accordance with its NRO and DOD contracts, TRW was allowed to bill the NRO and the DOD, in the form of engineering overhead costs, approximately 94 per cent of certain occupancy overhead costs associated with the TRW performance on NRO and DOD projects. These occupancy overhead

costs included costs incurred from TRW subcontractors, including Parrett Construction, involved in modifying or maintaining certain TRW buildings at Redondo Beach used in the performance of NRO and DOD contracts.

6. The defendant, JEFFREY W. BOCHESA, was a part owner of Parrett Construction.

II. THE CONSPIRACY TO DEFRAUD THE UNITED STATES AND TO CAUSE ANOTHER TO SUBMIT A FALSE AND FRAUDULENT CLAIM TO AN AGENCY OF THE UNITED STATES

7. Beginning on or about March 1996 and continuing until approximately December 2000, in the Eastern District of Virginia, and elsewhere, the defendant JEFFREY W. BOCHESA and another Parrett Construction principal did unlawfully, willfully, and knowingly combine, conspire, confederate and agree with each other

- (i) to defraud the United States, specifically, the NRO and the DOD by causing these agencies to pay indirectly through TRW the cost of prohibited kickbacks paid by Parrett Construction to TRW employees in violation of federal procurement regulations, specifically, Sections 3.502-1 & 2 of the Federal Acquisition Regulations; and
- (ii) to cause TRW to submit false and fraudulent claims to the NRO and DOD, in violation of 18 U.S.C. §287.

### III. THE MANNER AND MEANS OF THE CONSPIRACY

8. It was a part of the conspiracy that the defendant BOCHESA would and did facilitate the payment of kickbacks by Parrett Construction to TRW building managers at Redondo Beach with intent to reward the managers for favorable treatment at TRW's Redondo Beach facility and to assure that Parrett Construction would have future TRW business.

9. It was a further part of the conspiracy that the defendant BOCHESA assisted by others would and did frustrate and defeat the terms of the blanket contract with TRW by fraudulently overcharging TRW for work performed under the contract at Redondo Beach as follows: by causing a Parrett Construction employee to submit to TRW, at the time of billing, cost completion summaries that inflated (i) the number and category of labor hours and (ii) subcontractor costs associated with a particular project.

### IV. OVERT ACTS

12. In furtherance of the conspiracy, and to effect the aims and objectives thereof, the conspirators caused TRW to perform overt acts in the Eastern District of Virginia, namely, to bill the NRO, as engineering overhead costs, the inflated overhead costs associated with Parrett Construction projects on

buildings used on NRO/TRW contracts at Redondo Beach.

Specifically:

(a) On or about December 22, 1999, in Chantilly, Virginia, in accordance with an NRO/TRW Redondo Beach contract, TRW billed the NRO for engineering labor hours and associated overhead costs incurred, for the period of December 4 through December 17, 1999. During that December time period, TRW had absorbed the cost of at least \$18,000 in overcharges, in part to cover Parrett Construction kickbacks paid to a TRW building manager, 94 per cent of which costs were passed on the NRO in the form of engineering overhead costs, thereby causing the NRO to suffer a loss of approximately \$16,920; in violation of Title 18, United States Code, Section 287.

(In violation of Title 18, United States Code, Section 371).

Respectfully submitted,

PAUL J. MCNULTY  
UNITED STATES ATTORNEY

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